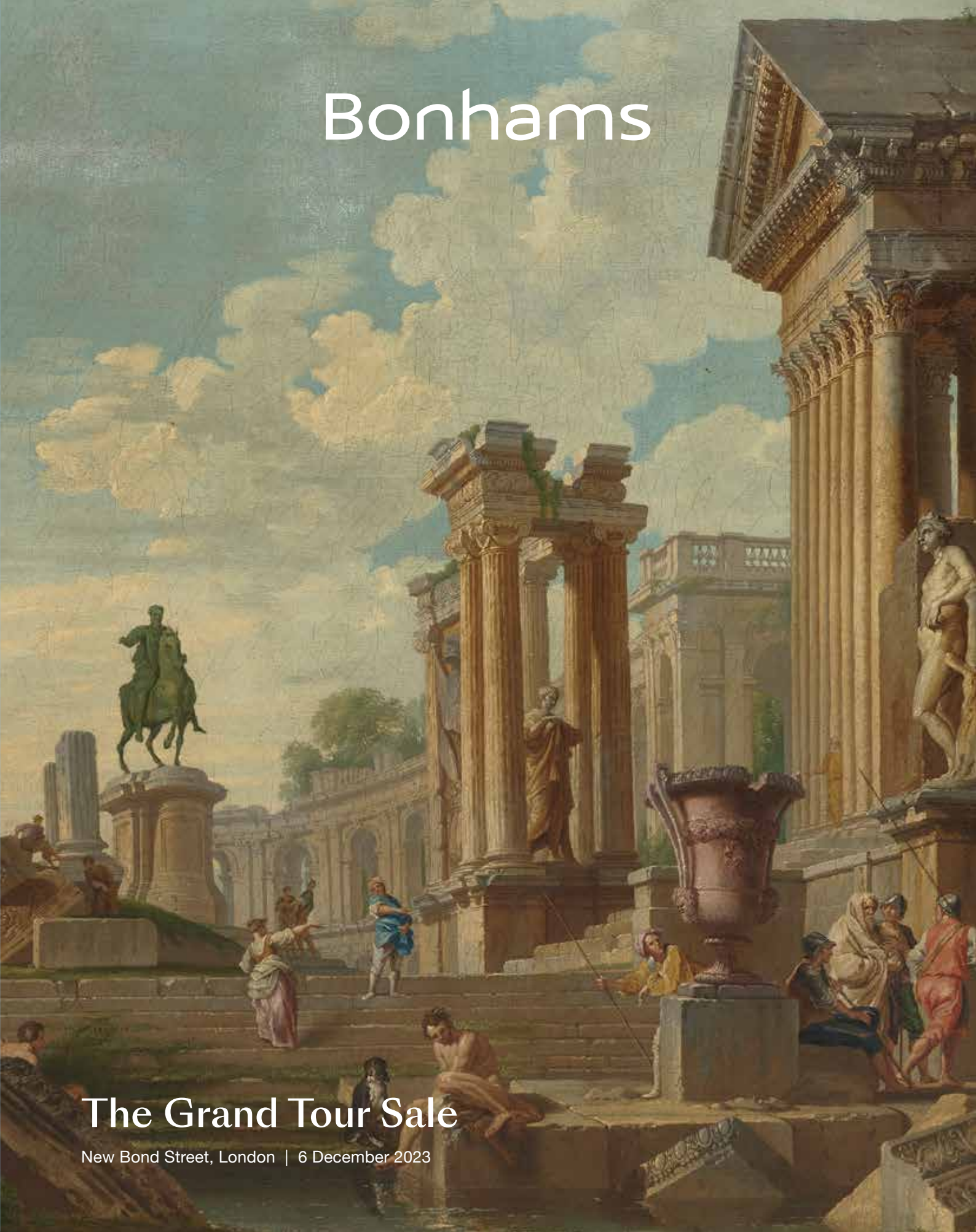

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The Grand Tour Sale

New Bond Street, London | 6 December 2023

The Grand Tour Sale

New Bond Street, London | Wednesday 6 December 2023 at 4pm

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SALE NUMBER

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Lots 601 - 670

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Tuesday 5 December
9am - 5pm

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Please see back of catalogue for important notice to bidders

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Please note that from 19 January 2022, items containing ivory cannot be imported into the EU. The import of ivory into the USA is already prohibited.

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PLEASE NOTE THAT THERE IS NO REFERENCE IN THIS CATALOGUE TO THE PHYSICAL CONDITION OF ANY LOT. INTENDING BIDDERS MUST SATISFY THEMSELVES AS TO THE CONDITION OF ANY LOT AS SPECIFIED IN CLAUSE 15 OF THE NOTICE TO BIDDERS CONTAINED AT THE END OF THIS CATALOGUE.

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Alban Shipping will be closed from 5.30pm Friday 22 December 2023 until 9am Tuesday 2 January 2024.

The Packengers will be closed from 12.30pm Friday 23 December 2023 until 9am Tuesday 2 January 2024 for the Holiday.

BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP
All sold lots marked TP will be removed to Cadogan Tate, 241 Acton Lane, London, NW10 7NP on Thursday 7 December 2023 & will be available for collection from 8 December 2023 and then every working day between 9.30am and 4.30pm by appointment only.

A booking email or phone call are required in advance to ensure lots are ready at time of collection. Photographic ID will be required at time of collection. If a third party is collecting for you written authorisation is required in advance from you and photographic ID of the third party is requested at the time of collection.

To arrange a collection time please send a booking email to collections@cadogantate.com or call +44 (0) 800 988 6100 to unsure lots are ready at time of collection.

All other sold lots will remain in the Collections room at Bonhams New Bond Street free of charge until Tuesday 19 December 2023. Lots not collected by this time will be returned to the department, storage charges may apply.

Bonhams will be closed from 5.30pm Friday 22 December 2023 until 9am Tuesday 2 January 2024 for the Holiday period.

STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO CADOGAN TATE

Storage
Storage will be free of charge from & including the sale date Wednesday 6 December 2023. Charges will apply from 9am Wednesday 20 December 2023.

Storage Charges
Large Pictures & Large Objects: £7.00 per day + VAT

Handling
After the first 14 calendar days following the sale, the following handling charges apply: £46.00 +VAT per lot for Large Pictures & Large Objects.

Loss and Damage
Extended Liability cover for the value of the Hammer Price will be charged at 0.6% but will not exceed the total value of all other transfer and storage charges.

Cadogan Tate will be closed from 12.30pm Friday 22 December until 9am Wednesday 27 December 2023 and will close again at 12.30pm Friday 29 December 2023 for the Holiday period. It will reopen from 9am Tuesday 2 January 2024.

VAT
The following symbols are used to denote that VAT is due on the hammer price and buyer's premium.

† VAT 20% on hammer price and buyer's premium

***** VAT on imported items at a preferential rate of 5% on hammer price and the prevailing rate on buyer's premium

Y These lots are subject to CITES regulations, please read the information in the back of the catalogue.

Payment
All charges due to Cadogan Tate must be paid by the time of collection from their warehouse.

Payment in Advance
(Telephone to ascertain amount due) by: cash, credit or debit card

Payment at time of collection by
Cash, credit or debit card

POST BREXIT NOTICE FOR EU BUYERS SHIPPING PURCHASED LOTS OUTSIDE THE UK
Please note that as of 1 January 2021 for Margin Scheme and Imported Lots VAT on the Buyer's Premium will be refunded by Bonhams on valid proof of export of your Lot from the UK within 90 days of full payment of your invoice.

What else has changed since 1 January 2021 for EU Buyers?
If you buy a Lot in this sale and intend to ship the Lot outside the UK, you will need to pay local Import Tax when you bring your Lot into the country of destination.

What do the Star (*) and Omega (Ω) symbols mean ? If you buy in this sale you will pay import VAT of 5% (* symbol) or 20% (Ω symbol) on the Hammer Price. As of 1 January 2021, for EU buyers shipping purchased Lots outside the UK, this tax will be refunded by Bonhams on valid proof of export of your Lot from the UK within 30 days of full payment of your invoice.

THE CLASSICS

We invite you to preview our Classics auctions at Knightsbridge and New Bond Street from 22 November - 13 December, showcasing Collections, Decorative Arts, Ceramics, Fine Clocks, Old Master Paintings and Antiquities.

Antique Arms & Armour
Knightsbridge | 22 November 2023

Fine Decorative Arts
New Bond Street | 30 November 2023

Fine Clocks
New Bond Street | 29 November 2023

500 Years of European Ceramics
New Bond Street | 6 December 2023

Old Master Paintings
New Bond Street | 6 December 2023

The Grand Tour Sale
New Bond Street | 6 December 2023

Antiquities
New Bond Street | 7 December 2023

Fine Glass and British Ceramics
Knightsbridge | 13-14 December 2023

601

ATTRIBUTED TO CESARE ROCCHEGGIANI (ITALIAN, ACTIVE SECOND HALF 19TH CENTURY): A LATE 19TH CENTURY TOPOGRAPHICAL MICROMOSAIC TONDO PANEL DEPICTING A VIEW OF ST PETERS SQUARE

circa 1880

showing the Basilica in Rome, a number of paired figures to the middle and foreground, set within a canted moulded black marble border, the rear with an applied circular manufacturers label and a further ink written label inscribed *St Peters Square, Rome*, set within a square gilt gesso and carved wood square frame, with egg and dart outer edge, fluted middle edge with leafy corners and stiff leaf border to the inner edge with plain corners, *the panel, 19cm diameter, the frame, 31.5cm x 31.5cm x 7cm overall*

£3,000 - 4,000
€3,500 - 4,600
US$3,700 - 4,900

As a member of a well-known family dynasty of master mosaicists, Cesare Roccheggiani had a reputation as one of the most accomplished artists in the city of Rome in the second half of the 19th century. Probably related to Lorenzo Roccheggiani, a late 18th century mosaicist at the Vatican workshop, whose work included the altarpiece, Crucifixion of St. Peter after Guido Reni, he may have also been related to Nicolo Roccheggiani, who was most likely Lorenzo's son who was also another principle artist at the Vatican although at a slightly later date.

Previously thought to have been active in the Vatican Mosaic Workshop in the period 1856 to 1864, little was known of the Ceasre Roccheggiani before he established his own independent atelier, first at 125 via Babuino and then by 1874 at 14-15 Via Condotti near the Piazza di Spagna.

However, more recent research and examination of Roccheggiani's mosaics suggest that the artist and craftsman may have worked in the atelier of Michelangelo Barberi given that he was strongly influenced by Barberi's style of work and in some cases directly copied some of his own compositions (the famous 'Rome by Night and Day' being one of these works). After Barberi's death in 1867, his studio continued under the direction of his daughter, Isabella Barberi but was last listed in 1873 which coincidently is actually the year before Roccheggiani first opened his own business.

In the mid-19th century there were nearly one hundred mosaicists operating in Rome, many from small workshops with the majority of their output manufactured solely for the burgeoning tourist trade. However, the diverse range of pieces produced in large quantities were generally of a small scale comprising small plaques, miniatures and cameos. By comparison the very best studios such as Cesare Roccheggiani's usually produced more substantial or finer micro mosaics in much smaller quantities. These magnificent and costly works however remained the preserve of the rich and powerful and many of the works, often produced by the Vatican workshop were either gifted by visiting aristocrats, given as diplomatic gifts, commissioned by monarchs or displayed at the major international exhibitions such as the Great Exhibition of 1851.

A contemporary photograph of Roccheggiani's shop front illustrates the extensive range of mosaics that his company offered and a guide book to Rome lists him as a supplier of mosaic pictures, tables, cabinets, paper weights and gold ornaments (Murray, 1899, p. 22). Of these works, his table-tops and large-scale pictures were perhaps the most expensive pieces and were acquired by wealthy and prestigious clients and displayed at the international exhibitions which were very much a feature of the late 19th century.

(detail)

602

603

602 TP Y
AN ITALIAN SECOND QUARTER 19TH CENTURY PIETRA DURA AND SPECIMEN MARBLE TOP SET IN A NEAR CONTEMPORARY WILLIAM IV ROSEWOOD TRIPOD TABLE
the top: 1825-1840; the table: 1835-1845
The circular top inlaid with an idiosyncratic version of Pliny's doves comprising a pair of birds drinking from a twin handled urn with a butterfly flying nearby, encompassed by two radiating segmented bands of various specimens, each band comprised of sixteen segments, within a repeating stylised foliate border, on a lotus-leaf wrapped and ring turned baluster column, terminating in acanthus hipped and twin C-scroll carved legs with brass castors, *approximate diameter of the whole top: 59cm; approximate diameter of the marble top: 51cm; 73cm high approximately*.

£1,500 - 2,500
€1,700 - 2,900
US$1,800 - 3,100

603
JOHN 'WARWICK' SMITH (BRITISH, 1749-1831)
On Mount Palatine, Rome
signed with monogram and dated 'IS 1784' (lower right)
watercolour on laid paper
38.7 x 30.8cm (15 1/4 x 12 1/8in).

£1,800 - 2,500
€2,100 - 2,900
US$2,200 - 3,100

Another version of the present composition, although unsigned with differences to the staffage, is in the Yale Centre for British Art (43.2 x 27.9cm, acc no. B1982.27).

For a note on John Warwick Smith's travels in Italy see lot 643.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

604 (1 of 6)

604 (1 of 6)

605 (1 of 5)

605 (1 of 5)

604
GIOVANNI BATTISTA PIRANESI (ITALIAN, 1720-1778)
Six plates from *Vedute di Roma*
Three first state etchings: *St Peter's with forecourt and colonnades*, 1772; *St. Peter's with forecourt and colonnades - Bird's-eye view*, 1775; *Santa Maria Maggiore Interior*, 1768; one second state: *St. Peter's Interior: Beneath the dome*, 1773; two third states: *The Colosseum Interior*, 1766; *Santa Costanza*, 1756; all on heavy laid paper, within gilded wooden frames

Plate 46 x 70cm (18 1/8 x 27 1/2in);
Sheet 52 x 76cm (20 1/2 x 29 7/8in) (6)

£1,800 - 2,500
€2,100 - 2,900
US$2,200 - 3,100

Provenance
With Colnaghi Gallery, London, where purchased by the family of the current owner

Literature
A. Hind, *Giovanni Battista Piranesi - A Critical Study*, London, 1978 (H.101,120,87,102,78,37)

605
WILLIAM HAMILTON & PIERRE FRANCOIS HUGHES D'HANCARVILLE (18TH CENTURY)
Collection of Etruscan, Greek and Roman Antiquities from the Cabinet of the Honourable William Hamilton
Five etchings with hand colouring, 1766, on laid paper, 21 x 42.5cm. (8 1/4 x 16 3/4in.)(Plate)(and smaller)(4 framed) (5)

£700 - 1,000
€810 - 1,200
US$860 - 1,200

606

607

606 *
BARTOLOMEO PINELLI (ITALIAN, 1781-1835)
Bull running; men playing boules; young men listening to a Neapolitan singer; a group in conversation on a street
a set of four, pencil and watercolour
32.4 x 24.1cm (12 3/4 x 9 1/2in). (4)

£3,000 - 5,000
€3,500 - 5,800
US$3,700 - 6,200

607
AN ITALIAN CARVED WHITE MARBLE FIGURE OF CLEOPATRA (ALSO KNOWN AS ARIADNE, DIDO OR A NYMPH)
after the antique, probably late 18th / early 19th century
the recumbent female clad in elaborated folded drapery, her head resting on left hand, the right arm raised over her head, raised on a Verde antico marble plinth base,
16cm high, 24cm wide, 9.5cm deep approximately

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,800

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

608
HIERONYMUS HESSE (SWISS, 1799-1850)
Cantastorie in Naples
bears inscription 'Cantastorie in Neapel/VXX' (upper centre)
pen, ink, chalk, and wash on paper
23.9 x 28.7cm (9 7/16 x 11 5/16in).

£800 - 1,200
€920 - 1,400
US$980 - 1,500

Provenance
Collection of Dr L. Pollack, Rome (L.788b)
Private Collection, Canada

Given the spontaneity of the present sketch it is likely that it was carried out on the spot, probably during Hesse's trip to Italy between 1819 and 1823. The artist treated this subject a number of times, including the watercolour in Staatliche Kunsthalle Karlsruhe (inv. no. 1950-103) dated 1821 for which the present work may be a sketch. *Cantastorie* translated from Italian means 'story-singer', referring to an individual who literally would sing out stories in public spaces for people to listen into and enjoy.

608

609
AFTER PIERRE JEAN DAVID D'ANGERS (FRENCH 1788-1856) AND CHARLES GAUTIER (FRENCH, 1831-1891): A PAIR OF LATE 19TH CENTURY PATINATED BRONZE FIGURES OF PHILOPOEMEN AND GAIUS MUCIUS SCAEVOLA
the former cast as the semi-clad warrior wearing a plumed helmet and pulling a blade out of his thigh, his cloak draped over his circular shield, the later cast as the young semi-clad youthful assassin clutching drapery over his left arm and plunging his left hand into a flaming Athénienne brazier, the square bases of each figure raised on conforming black marble footed plinths, *39.5 and 39cm high overall* (2)

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

609

610
A GOOD LATE 19TH CENTURY ITALIAN MICROMOSAIC PANEL DEPICTING THE FORUM IN ROME
Roman, c.1880
the view including the Arch of Septimius Severus, the Temple of Vespasian and Titus and the Temple of Saturn, within a red and black marble border, and mounted within a contemporary giltwood and composition frame, the inner sight with stiff leaf carved border, the outer edge with ribbon-tied fruiting foliage, with brass twin loop suspension rings, the rear with inscribed *'Properieta di Cosalti Padre L? Italiane 15(?)*, *panel is 26cm x 34cm, the frame 43.5cm x 51cm*

£8,000 - 12,000
€9,200 - 14,000
US$9,800 - 15,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

611
ATTRIBUTED TO PIETRO FABRIS (ITALIAN, CIRCA 1740-1792)
Mount Vesuvius erupting at night with elegant figures looking on
oil on canvas
66.6 x 87cm (26 1/4 x 34 1/4in).

£15,000 - 20,000
€17,000 - 23,000
US$18,000 - 25,000

Provenance
Sale, Christie's, London, 23 March 1990, lot 51 (as Attributed to Pierre-Jacques Volaire)

Pietro Fabris played a key role in recording observations of a changing Vesuvius and went on to produce a series of gouache paintings which were subsequently engraved as illustrations for William Hamilton's *Campi Phlegraei*. With Naples overflowing with young British gentlemen finishing their education on the Grand Tour, the British Envoy Extraordinary to the Kingdom of Two Sicilies, William Hamilton, was on hand to guide the more adventurous visitors up the slopes of the volcano.

(detail)

612

613

612 TP
AN ITALIAN MID OR THIRD QUARTER 19TH CENTURY SPECIMEN MARBLE AND HARDSTONE TOP SET IN A NEAR CONTEMPORARY GILTWOOD GUERIDON OR CENTRE TABLE
the top: 1845-1860; the table: 1860-1875
The circular top with a roundel inlaid with three concentric six-pointed stars, the central star inset with assorted marble *tesserae* and a smaller conforming star motif, encompassed by sixteen radiating segments of various specimens, within a complex chevron border, on three acanthus wrapped, volute scrolled and floral swagged griffin *monopodiae*, each headed by a carved griffin bust and terminating in lion paw feet, joined by foliate clasped and bhusk pendant capped scrolled stretchers surmounted by an urn finial, on a concave tripartite base with three scrolled feet, *remnants of an old depository label to the underside, approximate diameter of the whole top: 66cm; 77cm high approximately*.

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

For the footnote on this lot, please see bonhams.com

613
A LATE 19TH CENTURY PATINATED BRONZE FIGURE OF THE APOLLO BELVEDERE
after the antique
cast by the Barbedienne Foundry, the semi-clad god, with drapery, folded over his left arm and standing beside a rustic tree stump entwined with a serpent, on circular shallow plinth base, inscribed *F.BARBEDIENNE.FONDEUR* and with A.Collis reduction mechanique pastille, *45.5cm high*

£500 - 700
€580 - 810
US$620 - 860

addition to the final Hammer Price of each Lot
please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

614

615

614
A LATE 19TH/EARLY 20TH CENTURY ITALIAN MICROMOSAIC PANEL DEPICTING ST PETERS SQUARE
Roman, circa 1900
the rectangular view including the Basillica with the Vatican Obelisk, set within a black marble border, and mounted within a gilt composition frame, with foliate inner sight and acanthus and ribbon tied fruiting laurel outer edge, *the plaque 30.5cm x 19cm, the frame 34cm x 40cm*

£800 - 1,200
€920 - 1,400
US$980 - 1,500

615
AN EARLY 19TH CENTURY BRONZE FIGURAL LAMP BASE FORMED AS A CLASSICAL MUSE
in the manner of Thomas Hope (British, 1769-1831)
the maiden clad in an asymmetric draped robe, her hair dressed with spiraling curls, holding aloft a palmette girdle oil lamp fitting with verdigris patination, on Verde antico marble square plinth base, *55.5cm high*

£800 - 1,200
€920 - 1,400
US$980 - 1,500

616
A WEDGWOOD COPY OF THE PORTLAND VASE, 19TH CENTURY
Cast in 'Barberini Black' jasper and following the usual model, applied in white relief with the myth of Peleus and Thetis, the figures unclothed with minimal flowing drapery, the base with a portrait of Paris wearing the Phrygian cap, *24.5cm high,* impressed WEDGWOOD

£800 - 1,200
€920 - 1,400
US$980 - 1,500

Provenance
Sale, Bonhams, London, 6 June 2007, lot 172

616

(detail)

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

617

617 *
ITALIAN SCHOOL, CIRCA 1790
A view of the Piazza della Rotonda, Rome with the Pantheon and numerous figures in the foreground
watercolour and gouache on paper
51 x 86cm (20 1/16 x 33 7/8in).

£3,000 - 5,000
€3,500 - 5,800
US$3,700 - 6,200

Provenance
The Collection of Bruce Chandler, Brooklyn, New York

618

618
ITALIAN SCHOOL, CIRCA 1770
An album of 88 pages containing drawings of Italianate landscape views, including a number of identified villas such as Villa Medici, Borghese, Albani, Mattei, Panfili, Madama, Aldobrandini, Berberini and Negroni
pencil, pen, black ink and grey wash, in an album of decorated boards, quarter calf, with gold tooling titled on the spine 'DISEGNI/DI/VEDUTE'
29.5 x 20cm (11 5/8 x 7 7/8in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

619
ENGLISH SCHOOL, CIRCA 1800
The Arch of Janus, Rome
gouache on paper
37.6 x 49.7cm (14 13/16 x 19 9/16in).

£800 - 1,200
€920 - 1,400
US$980 - 1,500

619

620
HENRIETTA ANNE FORTESCUE (BRITISH, 1765-1841)
The Ponte Lugano with the Tomb of Plautius; A view of the Colosseum, Rome, from the Temple of Peace (Forum of Vespasian); The Temple of Minerva Medica; the first titled, signed, inscribed and dated 'H A Fortescue. Rome. April 17th/ 1817' (lower centre and right); the second titled, signed, dated and inscribed 'Rome/ From the Temple of Peace/ H A Fortescue Jan 23rd 1817' (lower left, centre and right); the third titled, signed, inscribed and dated 'H. A. Fortescue. Feb. 5th: 1817' (lower centre and right); the fourth titled, signed, inscribed and dated 'H A Fortescue Apr 9th: 1817' (lower centre and right)
a set of four, pen, ink and wash
25.2 x 35.3cm (9 15/16 x 13 7/8in).22.7 x 31.7cm (9 x 12 1/2in.); 19.9 x 29.1cm. (7 3/4 x 11 1/2 in.); 25.2 x 33.1cm. (10 x 13in.) (4)

£800 - 1,200
€920 - 1,400
US$980 - 1,500

Henrietta Anne Fortescue was the daughter of Sir Richard Hoare, Ist Bt, of Stourhead in Wiltshire. She married Captain Hon. Matthew Fortescue RN in 1795 and was one of the most able pupils of the watercolourist and drawing master Francis Nicholson with whom she shared a lifelong friendship. As she travelled widely and Nicholson never left Britain, he copied a number of her foreign landscapes.

620 (1 of 4)

620 (1 of 4)

621
GIUSEPPE VASI (ITALIAN, 1710-1782)
Four Views of Rome
La Veduta della Basilica di Santa Maria Maggiore dalla parte verso le quattro fontane; La Veduta della Basilica di San Paolo fuori delle mura ad adiacenze dal Monte Aventino e dal Fiume Tevere; Il Prospetto della Citta Leonine che si vede colla Basilica Vaticana, Ponte e Castel S.Angelo; Rovine della antiche magnificenze di Roma che si veggono nel Campo Vaccino, etchings, *circa* 1765, each on three joined sheets of heavy laid paper, with an index of place names below each image, with margins, in frames painted to simulate carved wood

Plate 102 x 70cm (40 1/8in x 27 1/2in)
Sheet 117 x 79.5cm (46 x 31 1/4in) (4)

£1,500 - 2,000
€1,700 - 2,300
US$1,800 - 2,500

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

622 * TP
ALBERTO CARLIERI (ITALIAN, 1672-CIRCA 1720)
The Wedding at Cana
oil on canvas
222.6 x 168.2cm (87 5/8 x 66 1/4in).

£25,000 - 35,000
€29,000 - 40,000
US$31,000 - 43,000

Provenance
With Gallery Canesso, Paris, 2015 (according to Literature)

Literature
G. Sestieri, *Capriccio Architettonico in Italia nel XVII e XVIII secolo*, vol. I, Rome, 2015, p. 161, under cat. no. 1, ill.

With many of his architectural *capricci* formerly being erroneously attributed to the young Giovanni Paolo Panini (Piacenza 1691-1765 Rome), Carlieri built his career in Rome, having spent his formative years in the city. He remained there, training under Andrea Pozzo (Trento 1642-1709), and established himself as one of the leading painters of architecture in Rome after the death of Giovanni Ghisolfi (Milan 1623-1683). With his prodigious output Carlieri soon inevitably enjoyed increased business from the influx of Grand Tourists reaching the Eternal City.

623 TP

OF EROTIC INTEREST - A MATCHED PAIR OF ITALIAN NEOCLASSICAL REVIVAL POLYCHROME DECORATED COMMODES

the commodes apparently 19th century albeit one is of a later date, both apparently re-decorated in the early 20th century

Of different proportions, each with a rectangular simulated marble top and a moulded edge, above three long drawers each painted with Pompeiian style erotic scenes, depicting a total of nine couples engaging in various sexual acts, each drawer with a central re-entrant tablet flanked by two laurel wreaths, on four columnar square tapering feet, *the smaller commode approximately: 137cm wide x 66.5cm deep x 95.5cm high; the larger commode approximately*: *140cm wide x 67cm deep x 97cm high*, *(55in wide x 26in deep x 38in high)* (2)

£5,000 - 8,000
€5,800 - 9,200
US$6,200 - 9,800

There was an abundance of fresco paintings, artefacts and images of an erotic nature in the ancient world, some of which were uncovered during the large scale archaeological excavations which took place at Pompeii and Herculaneum during the 18th century, and also in subsequent periods. Although it is only really perhaps in more recent times, from the last quarter of the previous century until now, that some of these types of scenes have been made available for the public to view.

A significant number of pictures depicting a wide assortment of sexual acts were notably discovered among the ruins of Pompeii at various locations such as the suburban baths, the house of the Vettii, casa del ristorante and the lupanar brothel. Evidently, it is this kind of fresco painting which must have served as both the inspiration and model for the decoration on the present commodes.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

624 *
GIOVANNI GHISOLFI (ITALIAN, CIRCA 1623-1683)
Trajan's column with figures nearby; and An architectural *capriccio* with an obelisk
a pair, oil on canvas
97.4 x 41.3cm (38 3/8 x 16 1/4in). (2)

£12,000 - 18,000
€14,000 - 21,000
US$15,000 - 22,000

Provenance
With Galleria Canessa, Rome, 1963, where purchased by the present owners' parents

Literature
A. Busiri Vici, 'Giovanni Ghisolfi pittore di rovine romane', in *Palatino*, 1964, pp. 215-6, ill., figs. 4 and 5
L. Salerno, *Pittori di Paessagio del Seicento a Roma* , vol. II, Rome, 1976, p. 678
A. Busiri Vici, *Giovanni Ghisolfi, Un Pittore Milanese di Rovine Romane*, Rome, 1992, p. 67, cat. nos. 20 and 21, ill.

The particular dimensions of the present pair of paintings suggest that they may have formed part of a decorative scheme for an interior and are therefore an early example of this use for paintings depicting architectural *capricci*.

625

627

626

628

625
AN ITALIAN GILT BRONZE FIGURE OF THE EMPEROR AUGUSTUS
cast by the Nelli foundry, Rome, probably late 19th / early 20th century modelled with raised right arm, his left arm holding a staff and clad in a short tunic, elaborately cast figural breastplate and drapery, a putto seated on a dolphin to the rear of his right foot, the circular rotating base with beaded edge and baluster handle, the upper surface edge with stamped *NELLI, ROMA* foundry mark, raised on a black and veined marble cylindrical plinth base, *45cm high, 23cm diameter overall including the plinth base*

£800 - 1,200
€920 - 1,400
US$980 - 1,500

626 •
GRAND TOUR BOOKS
SPENCE (JOSEPH) Polymetis: or, an Enquiry Concerning the Agreement Between Works of the Roman Poets, and the Remains of Antient Artists, FIRST EDITION, *engraved portrait and 41 plates (some double-page), contemporary calf, folio,* R. Dodsley, 1747--DENON (VIVANT) Voyage dans la basse et la haute Egypte, pendant les campagnes du général Bonaparte, Atlas vol. only, *109 engraved plates, half calf, folio*, [Paris, 1802]--HOPE (THOMAS) Costume of the Ancients, 2 vol., *"new edition", 300 engraved plates, contemporary calf, 4to*, W. Miller, 1812--BARTOLI (PIETRO) Colonna Traiana eretta dal Senato e Popolo Romano, *engraved dedication to Louis XIV, 7 engraved plates unnumbered as issued, 119 engraved numbered plates, waterstained throughout, later cloth retaining original spine, oblong folio,* Rome, Giacomo De' Rossi, [n.d., but circa 1670s]--Raccolta di vedute antiche e moderne della citta di Roma e sue vicinanze, *40 engraved plates, contemporary half calf, folio,* Rome, c.1800; and others, mostly relating to Italy including works by William Gell, John Flaxman, and Pierre Gusman, sold not subject to return (quantity)

£1,200 - 1,800
€1,200 - 1,700
US$1,200 - 1,800

627
AN ITALIAN PATINATED BRONZE MODEL OF A YOUNG STANDING FAUN
perhaps Roman or Florentine, late 18th / early 19th century
the male nude holding a serpent pipe and Syrinx, on 'Rosso antico' style cylindrical pedestal and shallow square plinth base, *the figure, 30.5m high, 43.5cm high overall*

£800 - 1,200
€920 - 1,400
US$980 - 1,500

628
AN UNUSUAL WEDGWOOD COPY OF THE PORTLAND VASE, DATED 1892
Potted without a base, in black jasper dip, applied in white relief with the Greek myth of Peleus and Thetis, the underside of the footrim inscribed 'HENRY MASSEY SEP. 1892.', *20.4cm high,* impressed WEDGWOOD ENGLAND

£600 - 800
€690 - 920
US$740 - 980

Presumably made as a special commission, this interesting 'bottomless' vase may have originally been intended to accommodate mounts. The male figures are 'draped', a feature introduced during the Victorian period for certain editions of the vase, catering for a more conservative or even prudish audience.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

629
A RARE PRESSED GLASS MODEL OF A 'THEBAN SPHINX' BY JOHN DERBYSHIRE, CIRCA 1876
In black glass, the recumbent mythical creature moulded with the head and breasts of a woman, the body of a lion and the wings of an eagle, wearing a diadem, raised on a rectangular base with an 'egg and dart' border, *22.5cm long,* moulded JD and anchor mark, registration lozenge for 6 March 1876

£300 - 500
€350 - 580
US$370 - 620

Provenance
Raymond Slack Collection

John Derbyshire ran the Regent Road Flint Glass Works in Salford, Manchester, from 1873 until its closure in 1876. This celebrated model was issued a year after the Molineaux & Webb black sphinx paperweight and was Derbyshire's most famous creation. Registered in the same year the factory closed, it was produced for less than a year.

629

630
A FIRST HALF 19TH CENTURY FRENCH PATINATED BRONZE FIGURE OF THE DANCING FAUN WITH CYMBALS
after the antique
the figure standing on a circular base, *30cm high*

£700 - 1,000
€810 - 1,200
US$860 - 1,200

630

631 Y Φ
A COLLECTION OF CLASSICALLY-INSPIRED ITEMS, 18TH AND 19TH CENTURY
Including a buckle with two blue jasper plaques, on a rich blue guilloche ground, a small ivory panel with woven hair in between, gold-mounted with gilt plated backing, *9.7cm wide*, a Wedgwood & Bentley oval plaque and three Wedgwood circular plaques with winged putti, a blue jasper scent bottle and stopper, two silver fob seals, one with a fouled anchor, the other with monogram, with lions passant and maker's marks, a silver and hardstone swivel fob seal, unmarked, four Wedgwood black basalt intaglios, two *memento mori* slides with a skeleton and skull and crossbones over woven hair, together with three shell cameos, one mounted as a brooch in 9ct gold, *2.9cm high* (Qty)

£800 - 1,200
€920 - 1,400
US$980 - 1,500

The item within this lot containing ivory has been registered in accordance with the Ivory Act (Section 10). Ref. NNVDPUV7.

631 (part)

632 TP

A VERY IMPRESSIVE LATE 19TH CENTURY FRENCH PATINATED BRONZE AND MARBLE MODEL OF THE VENDÔME COLUMN

the tapering column modelled after Trajan's Column with spiralling battle scenes, the domed top above a square galleried viewing platform surmounted by a figure of Napoleon in contemporary dress, the laurel draped plinth with further scenic battle reliefs and an applied inscription, raised on a white marble shallow square base, *142cm high, 27cm wide, 27cm deep, together with a modern metal carrying case (2)*

£8,000 - 12,000
€9,200 - 14,000
US$9,800 - 15,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

633 * TP
STUDIO OF GIOVANNI PAOLO PANINI
(ITALIAN, CIRCA 1692-1765)
An architectural *capriccio* with the equestrian statue of Marcus Aurelius
oil on canvas
103.1 x 127.2cm (40 9/16 x 50 1/16in).

£18,000 - 25,000
€21,000 - 29,000
US$22,000 - 31,000

Provenance
With Galleria Canessa, Rome, 1961, where purchased by the present owners' parents

Literature
F. Arisi, *Gian Paolo Panini e i fasti della Roma del '700*, Rome, 1986, p. 412, under cat. no. 363 ('prevelentamente di collaborazione')

The present work was clearly a popular composition as numerous versions are known such as those in the Musée du Louvre, Paris (MNR 301) or in Ulster Museum, Belfast (BELUM.U117). Of squarer dimensions than these works, the present *architectural capriccio* has been cropped down the left-hand side. Central to the composition is the large bronze equestrian statue of Marcus Aurelius, one of the few Roman statues to have remained on public view, and which at this date stood at the centre of the Piazza del Campidoglio.

We are grateful to David Marshall for confirming that the present lot is a studio work.

634

(detail)

634 TP Y

AN ANGLO-ITALIAN EARLY 19TH CENTURY SPECIMEN MARBLE, HARDSTONE AND MINERAL TOP INSET WITHIN A GEORGE IV ROSEWOOD TABLE ATTRIBUTABLE TO GILLOWS

the top: 1805-1825; the table: circa 1830

The marble top inlaid with a rectangular line-inlaid tablet enclosing fifty central square segments comprising a wide assortment of specimens, above a plain frieze with a bead-and-reel moulded lower edge, on two ring turned baluster end supports, each with a gadrooned collar, terminating in bulb feet and recessed brass castors, *the marble top approximately: 87cm wide x 53.5cm deep; the table approximately*: *96cm wide x 63cm deep x 75cm high*, *(37 1/2in wide x 24 1/2in deep x 29 1/2in high)*

£2,500 - 3,500
€2,900 - 4,000
US$3,100 - 4,300

635

635

AFTER GIAMBOLOGNA, CALLED GIOVANNI DA BOLOGNA OR JEAN BOULOGNE (ITALIAN, 1529-1608): A PATINATED BRONZE FIGURE OF MARS

probably late 18th / early 19th century

the naked god modelled in contrapposto in walking stance, his head with curling hair and beard turned to sinister, his left arm clutching the hilt of his dagger, the blade later replaced, raised on a later stepped rectangular marble plinth base, *the figure 39.5cm high, the plinth base, 4cm high, 28.5cm wide, 17cm deep*

£3,000 - 5,000
€3,500 - 5,800
US$3,700 - 6,200

Jean de Bologne made two versions of his 'Walking Mars', one signed, the other documented to around 1587. A further version was executed by Giovanni Francesco Susini (1575-1653) in the second quarter of the 17th century and was in the Palazzo Corsini in Florence before it entered the Robert H. Smith collection of bronze sculptures masterpiece

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636

637

636
A BRONZE GROUP OF THE CAPITOLINE LION ATTACKING A HORSE
after the antique, perhaps workshop of Francesco Righetti (Italian, 1749-1819), circa 1800
the group with green patination, mounted on a later black marble base, *18.5cm high, 30cm wide, 18cm deep approximately, the marble base, 5.5cm high, 29cm wide, 17cm deep*

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

The original antique fragmentary marble model of Lion Attacking a Horse, which consisted of an equine torso and feline foreparts, was restored in 1594 by Ruggiero Bescap with the horse's head bowed forward in surrender. It was relocated on a number of occasions within the Capitoline before it was eventually installed in the garden of the Palazzo dei Conservatori in Rome in the 1920's.

During the Renaissance period the sculpture was used as a prototype for a variant model by the sculptor Giambologna who created a far more dramatic image with the horse twisting his head back in pain.

637
A LATE 19TH/EARLY 20TH CENTURY FRENCH PATINATED BRONZE FIGURE OF THE VENUS DE MILO
after the antique
cast by the Musee du Louvre Foundry, the semi clad figure standing on an integral plinth base, inscribed to the upper part of one side *MVSEE du LOUVRE*, the front with applied presentation plaque, monogrammed and dated *M.H-MARS 12/07*, *86cm high*

£1,500 - 2,000
€1,700 - 2,300
US$1,800 - 2,500

638 TP

AN ITALIAN 19TH CENTURY PORPHYRY, PORFIDO VERDE ANTICO AND MARBLE INSET EBONY AND EBONISED CABINET INCORPORATING A TOTAL OF FORTY-FOUR STONE TABLETS OF VARIOUS PROPORTIONS

Most or possibly all of the tablets almost certainly of an earlier date

The moulded top above eight short mahogany lined drawers flanking a central architectural facade, each drawer front comprised of two porphyry or porfido verde inset twin moulded panels, the central bay comprised of a short mahogany lined drawer disguised as a marble balustrade with marble tablet angles, over a central door configured as a blind arched portico inset with marble specimens and with Tuscan pilasters, with one panelled tablet inset mahogany lined drawer below, on a moulded plinth base, each side comprised of nine red porphyry inset moulded panels of various proportions, *originally terminating in four bun feet, now lacking, with an old printed and pen-inscribed paper label which reads: 'PHILP & SON, 77 Kimberley Rd., Cardiff... Mr Throne, 71 Glebe Street, Penarth'*, *approximately*: *80cm wide x 37cm deep x 49cm high*, *(31in wide x 14 1/2in deep x 19in high)*

£6,000 - 9,000
€6,900 - 10,000
US$7,400 - 11,000

Provenance

Formerly with A.T. Philp & Son, Cardiff, Wales, approximately 50 years ago, where presumably purchased by Mr Thorne, of 71 Glebe Street, Penarth, Wales, probably 1970s

Alfred T. Philp & Son is the recorded trading name of this Cardiff antiques store during the period 1950-1970. A replica of an image showing the front of the shop in 1961, when it was evidently based at 36 Royal Arcade in Cardiff, is ready to inspect online, *Photograph Antiques Yearbook*, 1961, Tantivy Press. This picture is also available to view at antiquetrade.leeds.ac.uk

However it is interesting to note that the printed and pen-inscribed paper label, discovered to the interior of this piece by the current owner and vendor, reveals that at the time of Mr Thorne's purchase the cabinet was with the company when it was trading as Philp & Son. Also, by that time, the label makes it clear that the Cardiff address of the business was in fact 77 Kimberley road, so it seems logical to assume that by then they had re-located their operation.

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639

640

641

639
ATTRIBUTED TO WILLIAM HODGES, R.A. (BRITISH, 1744-1797)
View of Tivoli: the Cascatelle and the Villa of Maecenas with an artist sketching in the foreground
oil on canvas
77.7 x 96.7cm (30 9/16 x 38 1/16in).

£3,000 - 5,000
€3,500 - 5,800
US$3,700 - 6,200

The present lot follows the composition of The Cascatelle of Tivoli and Villa of Maecenas by Hodges's master, Richard Wilson (Wilson Online Reference, P44B) and is also similar to Tivoli, the Cascatelle Grandi and the Villa of Maecenas (View of Tivoli with Rome in the Distance) held in the National Gallery of Ireland (acc. no. NGI.746).

640
ENGLISH SCHOOL, EARLY 19TH CENTURY
A View of Mount Vesuvius from the North from a cave in the Bay of Naples
signed with initials and dated 'IH1815.' (lower left)
oil on canvas
29.8 x 34.4cm (11 3/4 x 13 9/16in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,800

641
PIETRO FABRIS (ITALIAN, CIRCA 1740-1792)
Interior of Crater of Vesuvius with spectators, from the *Campi Phlegraei*, plate IX
etching with handcolouring on laid paper
21.3 x 39.2cm (8 3/8 x 15 7/16in).

£600 - 800
€690 - 920
US$740 - 980

Fabris was commissioned by Britain's envoy to the Spanish court of Naples, Sir William Hamilton, to draw the surroundings and eruptions of Mount Vesuvius during the late eighteenth century. Vesuvius was a key site of interest for many Grand Tourists, seen as an essential element of the *Napoli* leg of the trip, despite its clear dangers. The fifty four illustrated plates formed the *Campi Phlegraei: observations on the two Sicilies* which was published in 1776.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

642
NEAPOLITAN SCHOOL, EARLY 19TH CENTURY
Mount Vesuvius erupting at night with figures looking on
gouache on paper
41 x 60.6cm (16 1/8 x 23 7/8in).

£1,000 - 2,000
€1,200 - 2,300
US$1,200 - 2,500

642

643
JOHN 'WARWICK' SMITH
(BRITISH, 1749-1831)
View of Amalfi, on the Gulf of Salerno with figures in the foreground
pencil and watercolour on paper
14.6 x 21cm (5 3/4 x 8 1/4in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,800

Provenance
Collection of Paul Oppé
Collection of Terence Mullaly (1927-2020)

John Smith travelled to Italy in 1776 under the patronage of the second Earl of Warwick who was himself an amateur artist, and remained there until 1781. It was his close association with Lord Warwick that earned him the sobriquet 'Warwick' Smith. A watercolour by Smith also previously in the collection of Paul Oppé shows a view at Vietri and is inscribed 'My residence for two successive summers'; Vietri is just along the coast from Amalfi so Smith most likely sketched the present view when staying nearby, although many of his Italian views were worked up into watercolours only after his return to England.

643

644

PALERMO SCHOOL, CIRCA 1799

Profile portrait of Rear-Admiral Sir Horatio Nelson (1758-1805), in profile facing left, wearing the Chelengk presented by Emperor Selim III in his bicorn, displaying his Naval gold medals, the Ottoman Order of the Crescent and the Order of the Bath
charcoal and sanguine
17.8 x 12.7cm (7 x 5in).

£40,000 - 60,000
€46,000 - 69,000
US$49,000 - 74,000

Provenance

Sir Thomas Masterman Hardy (1769-1839), to whom reputedly given by Nelson
his nephew, William Mansfield (1832-1892), Portesham House, Dorset
his son, William Hardy Manfield (1859-1937) who married Julia Mary Manfield (née Butlin, 1881-1974), who was the great aunt of the current owners

Exhibited

Dorchester County Museum, 24-29 July, 1905, *Dorchester and the Navy. An interesting and important local exhibition in connection with the coming Trafalgar Centenary*

Literature

'Dorchester and the Navy. An interesting and important local exhibition in connection with the coming Trafalgar Centenary', in *The King*, 29 July 1905
A.M. Broadley & R.G. Bartelot, *The Three Dorset Captains at Trafalgar*, London, 1906, p. 60
Richard Walker, *The Nelson Portraits. An Iconography of Horatio Viscount Nelson, K.B. Vice Admiral of the White*, London, 1998, no. 98, pp. 94-99 and 230, ill. p. 97
Terry Coleman, *Nelson, The Man and the Legend* London, 2002 edition, ill. between pp. 332 and 333

According to family tradition the present drawing was given by Rear-Admiral Sir Horatio Nelson to Captain Sir Thomas Masterman Hardy, his close comrade, in whose arms he famously died at the Battle of Trafalgar. This was supposedly done with instructions for framing the drawing and orders for copies to be made for his friends. It appears that one of these copies belonged to Captain Savage of the Marines (afterwards Major-General Sir J Boscawen Savage) who lent it to Thomas Burke for a stipple engraving to be made, which was lettered: 'Engraved by Burke from an original drawing taken at Palermo/in possession of Capt.n J.G. Savage of Marines/Baron Nelson of the Nile/Published by John Brydon No 7 Charing Cross, London 1st August 1800'. The present work that belonged to Hardy is briefly mentioned in a letter to his legal adviser and brother-in-law, dated 7 January, 1801 aboard the *San Josef* at Hamoaze:

'Dear Manfield ... I am happy the prints please. A Register Stove & Carpet with the Hero of the Nile's Picture (which Jno. Brown will of course get) cannot fail to make it the Handsomest Drawing Room in Dorchester. The King of Naples's Picture will follow from Mr M'Arthur...'

Later in the 19th Century, the drawing of Nelson was in the Hardy Manfield collection at Portesham House and now belong to a collateral descendant. Variants of the Nelson portrait are in the Monmouth Museum (R. Walker, *op. cit.*, No. 100, p. 230) and the Royal Naval Museum (*ibid.* No. 97, p. 229). Although Hardy was evidently pleased with the drawing, the accuracy of its resemblance to the Admiral was questioned by Hardy's nephew, John Manfield when, as a midshipman he was invited to dine on board the *Victory*: in his diary for the 5 August 1804, he wrote: 'I dined with Lord Nelson, Admiral Murray and Captain Hardy and I assure you your picture is not the least like his Lordship.' Walker suggests that 'There is an Italianate cast to his features that find an echo in the Italian proverb, *Inglese italianato, Diavolo incarnato*, though this is perhaps too emphatic for this ponderous and rather ludicrous figure. A nearer assessment is given by a modern correspondent in The Times, who says, "the artist has in this case turned Nelson into a complete macaroni."' These commentaries on the drawing all underline its unique importance as an immediate and personal representation of Nelson's appearance from a local perspective, setting it apart from the better known, more staid and formal depictions of the celebrated hero.

The present work is widely purported to have been executed during Nelson's stay in Palermo between January 1799 and June 1800. In a dramatic escape on the 23 December, 1798, and with the grim fate of the Queen's sister, Marie Antoinette, in vivid memory, King Ferdinand and Queen Maria Carolina left their home in Naples ahead of the impending French invasion, escorted by Nelson and accompanied by Thomas Hardy, Sir William and Emma Lady Hamilton and the King's favourite dogs. The British ship the *Vanguard*, captained by Hardy, reached Palermo 3 days later. The royal couple had been heavily criticised for abandoning their capital but by going to Palermo, however, they remained on their own sovereign territory, which they then used as a base for recovering the rest of the realm: indeed, Nelson had advised this course of action.

In the end the Neapolitan (or Pathenopean) Republic proved temporary and the rebels capitulated to Cardinal Fabrizio Ruffo's counter-revolutionary 'Christian army of the Holy Faith', with the support of Russian and Turkish ships. In his *The Bourbons of Naples*, Harold Acton wrote of how in August 1799, following this victory 'The King had sailed into Palermo with Nelson on the Foudroyant and received acclamations worthy of a hero. The Queen and her children dined on board in the glitter and noise of a flaming noon, and the whole party landed to the salutes of twenty-one guns.... Palermo was drunk but not disorderly, as the Queen wrote to Ruffo.' The Queen rewarded the Hamiltons with jewels and other lavish gifts reputed to be worth £6,000; while the King bestowed on Nelson a sword with a jewelled hilt worth 3,000 guineas and the Sicilian duchy and domain of Bronte, on the outskirts of Mount Etna, whose annual revenue was calculated at £3,000. At this time Emma Hamilton had acted as a go-between, conveying messages between the Queen and Nelson, and it was during this period that he became besotted with Emma. It was also in August 1799 that the Ottoman Sultan Selim III specially created the Order of the Crescent for Nelson, making him its first Knight. He is seen wearing the order in the present portrait and it was mostly likely in this celebratory context that this drawing was commissioned.

The distinctive Chelengk prominently displayed on Nelson's bicorn, was, like the Order of the Crescent, presented to Nelson by Sultan Selim III in recognition of his daring 1798 defeat of the French fleet in the Battle of the Nile, when Egypt was still under the control of the Ottoman Empire. At the time, a Chelengk was a type of military medal highly prized across the Ottoman world. As the first such decoration ever presented by the Sultan to a non-Muslim, Nelson's Chelengk was the subject of great pride to him: crowned by 13 diamond sprigs representing the number of ships sunk by Nelson during the battle, it was one of his most cherished possessions and which was later included in his coat-of-arms. Nelson is also shown wearing his prized flag officer's gold medal for the victory at the Nile in this portrait.

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(actual size)

645

645 TP
ALFRED POLLENTINE (BRITISH, 1836-1890)
The Grand Canal, Venice, with the Church of San Eustachius (Stae)
signed 'A.Pollentine' (lower right); inscribed 'The Grand Canal. / APollentine Venice' (on the reverse)
oil on canvas
76.3 x 127.2cm (30 1/16 x 50 1/16in).

£2,500 - 3,500
€2,900 - 4,000
US$3,100 - 4,300

Provenance
In the present owner's family for at least 35 years

646

646
HUGH WILLIAM 'GRECIAN' WILLIAMS (BRITISH, 1773-1829)
A view of the Temple of Juno, Agrigento, Sicily
signed with initials, inscribed and dated 'Temple of Juno/ Agrigento Sicily/ HW 15' (lower right)
pencil and watercolour heightened with touches of bodycolour and with scratching out
39.1 x 56.6cm (15 3/8 x 22 5/16in).

£5,000 - 7,000
€5,800 - 8,100
US$6,200 - 8,600

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

647

647

647 *
ATTRIBUTED TO KARL PHILIPP VON BUREN (SWISS, 1759-1795)
Views of Tivoli
a pair, oil on canvas, unlined
90 x 66cm (35 7/16 x 26in).and 89.5 x 66cm (35 1/4 x 26in) (2)

£5,000 - 7,000
€5,800 - 8,100
US$6,200 - 8,600

Provenance
Sale, Piguet, Geneva, 23 September 2020, lot 3985

648
TWO LATE 19TH CENTURY ITALIAN MICROMOSAIC PAPIER PRESSE
one depicting the Coliseum, the other Pliny's Doves, both of shaped barbed oval form, the former with an oval view of the ancient Roman arena, the latter with the bowl on a rectangular plinth, *2cm high, 10cm wide and 6.5cm deep, the later 1.8cm high, 9.5cm wide and 6.5cm deep* (2)

£600 - 800
€690 - 920
US$740 - 980

648

649 *
CIRCLE OF JOHAN ANTON RICHTER CALLED GIOVANNI RICHTER (SWEDISH, 1665-1745)
A view of San Michele in Isola, Venice
oil on canvas
38 x 79.9cm (14 15/16 x 31 7/16in).

£12,000 - 18,000
€14,000 - 21,000
US$15,000 - 22,000

Johan Richter was born in Stockholm and began painting his *vedute* later in his life after travelling to Venice in 1710 where he is later recorded as having been active in 1717, likely under the supervision of Luca Carlevarijs (Udine 1663-1730 Venice).

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

650
ENGLISH FOLLOWER OF ANTONIO CANAL, CALLED IL CANALETTO, EARLY 19TH CENTURY
The Doge's Palace, Venice, and the Riva degli Schiavoni
oil on canvas
50.7 x 76.2cm (19 15/16 x 30in).

£10,000 - 15,000
€12,000 - 17,000
US$12,000 - 18,000

Provenance
Collection of Harold Keeble, from whom inherited by the present owners

The view along the Riva degli Schiavoni has remained much the same as it would have done in the 18th Century with the Doge's Palace to the left along with the column of the Lion of Saint Mark, which stands in the Piazzetta alongside. Beyond this is the *Ponte della Paglia*, a favoured spot from which to view the Bridge of Sighs.

Such views proved very popular with Canaletto's patrons internationally and were engraved by Antonio Visentini in the early 1740s. Disseminated through the engravings, these prints then provided a model on which English followers of Canaletto were able to base their compositions.

(detail)

651

652

651 TP Y

AN ITALIAN THIRD QUARTER 19TH CENTURY SPECIMEN MARBLE AND HARDSTONE TOP SET WITHIN A NEAR CONTEMPORARY GILTWOOD AND ROSEWOOD CENTRE TABLE OR GUERIDON

the top: 1850-1870; the table probably: 1870-1890

The circular top with a roundel inset with three concentric six-pointed stars, the central star inlaid with assorted marble *tesserae* and a smaller conforming star motif, encompassed by sixteen radiating segments of various specimens, the stand with a flared *rocaille* apron, on three scrolled foliate and S-scroll form supports, with an undertier surmounted by urn finials, the moulded base terminating in three carved rocky piles, *the top approximately: 74cm wide; 83cm high approximately; the diameter of the marble top: 52cm approximately*.

£1,500 - 2,500
€1,700 - 2,900
US$1,800 - 3,100

652

A LATE 19TH CENTURY ITALIAN MICROMOSAIC PANEL DEPICTING PLINY'S DOVES

Roman, c.1880

the square panel inset with the central mosaic motif, the bowl set on a rectangular plinth and mounted within a red marble circular border and a further malachite border with cut key corners reserved on a black marble ground, the whole mounted within a contemporary giltwood and composition frame, the inner spiral and stiff leaf sighting within concave fluted and egg and dart and spiral moulded outer borders, *the panel, 22cm x 22cm, the frame, 39cm x 39cm overall*

£1,200 - 1,800
€1,400 - 2,100
US$1,500 - 2,200

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

653

654

653 TP
A LATE 19TH CENTURY ITALIAN GREEN PATINATED BRONZE FIGURE OF THE DANCING FAUN
probably Naples
the mythological horned male creature with upheld hands standing on a square plinth, *80cm high approximately*

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,800

The original statue of The Dancing Faun was discovered in 1830 in the ruins of the most impressive and opulent Roman home at Pompeii, later known as the House of the Faun. Thought to be a copy of Hellenistic work it was removed to the Museo Borbonico (later the Museo Nazionale) and its fame was such that by 1838, an English traveller declared it 'the Venus de Medicis of Sylvans' Its smaller size made copies of the piece particularly attractive for the interiors and gardens of modest houses and it was hugely popular model for the catalogue of the Naples Museum by the early 20th century.
The model, available in a number of edition sizes, was listed as number 5002 on page 217 of the 1910 edition of the J. Chiurazzi & Fils - S. De Angelis & Fils Naples foundry.

654
CIRCLE OF MICHELANGELO MAESTRI (ITALIAN, CIRCA 1779-1812)
Cupid in a chariot drawn by goats; and Pluto in a chariot drawn by mythical beasts
a pair, gouache on paper, possibly over a printed base
35.6 x 48.4cm (14 x 19 1/16in).and 35.3 x 48cm (in 14 x 18 7/8) (2)

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

Provenance
The Collection of Lady Tyler, Limavady, Co. Antrim, Ireland
In the present owner's collection for approximately 50 years

According to family tradition the present works were purchased by Lady Tyler's husband, during the Grand Tour.

655 *
JACOB PHILIPP HACKERT (GERMAN, 1737-1807)
View of the convent of San Cosimato from the Aniene valley with a group of musicians in the foreground
gouache on vellum laid on card
37.2 x 50.5cm (14 5/8 x 19 7/8in).

£6,000 - 8,000
€6,900 - 9,200
US$7,400 - 9,800

Literature
C. Nordhoff, *Jakob Phillip Hackert. Briefe (1761-1806)*, Göttingen, 2012, p. 302, ill. p. 729, Abb. II

The present work is an autograph replica of one of the same view now in the Goethe-Museum, Düsseldorf, in the Anton-und-Katharina-Kippenberg-Stiftung (inv. no. NW 1797/1982). The latter formed part of a series of views which were sold by the artist to Queen Maria Carolina of Naples who sent them to her sister, Maria Christina, wife of Duke Albert of Saxe-Teschen, in Brussels. The group all depicted views in the area around the country villa of the Roman lyric poet Horace.

A second version of this series was made by the artist with one set remaining in Rome to be worked up by his brother Georg Hackert and the other sent to Balthasar Dunker in Bern in order to be worked into a series of engravings. Dr Nordhoff believes that the present lot was part of this second set.

We are grateful to Dr. Claudia Nordhoff for confirming the attribution to Hackert on the basis of a colour photograph.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

656 *
CARLO LABRUZZI (ITALIAN, 1748-1817)
An Italianate landscape with travellers on a country path;
and An Italianate landscape with a drover and his herd
each signed with initials 'C.L' (lower right)
a pair, oil on canvas
34.5 x 43.5cm (13 9/16 x 17 1/8in). (2)

£12,000 - 18,000
€14,000 - 21,000
US$15,000 - 22,000

Provenance
The Collection of Arch. Giuseppe Bruschi, Perugia, late 19th Century and thence by descent to the Orlandini di Sinalunga family, Siena

Labruzzi's drawings, watercolours, and his less common oil paintings, were often commissioned and acquired by Grand Tourists on their travels through Italy, earning him great commercial success. Indeed, he was held in high esteem by English travellers such as Sir Richard Colt Hoare of Stourhead, a regular visitor to Italy, who commissioned a series of landscape drawings now in the Biblioteca Apostolica Vaticana recording views along the via Appia. This series was executed on the artist's trip from Rome to Benevento in 1789 on which he was accompanied by Hoare.

657

AN ITALIAN EARLY 19TH CENTURY BLACK AND WHITE MARBLE TABLE TOP INLAID WITH ANCIENT ROMAN POLYCHROME GLASS MOSAIC SPECIMENS

Attributed to Francesco Sibilio, Rome

The central circular medallion inset with a triangular coloured glass segment, encompassed by numerous 'sun burst' radiating tablets comprised of a wide assortment of coloured glass specimens, within a circular black marble surround, *29.5cm diameter.*

£12,000 - 18,000
€14,000 - 21,000
US$15,000 - 22,000

Provenance

Lady Walston of Newton Hall, Newton, Cambridgeshire
Edric Van Vredenburgh Collection, London
Sold Sotheby's, London, 6 June 2006, The Eclectic World of Edric Van Vredenburgh, lot 97
Private Collection, UK
Sale, Bonhams, London, 7 September 2010, lot 78, where purchased by the present owner

Comparative Literature

M. Newby, 'Francesco Sibilio and the Re-Use of Ancient Roman Glass in the 19th Century', in *Annales du 16e Congrès de l'Association Internationale pour l'Histoire du Verre*, 2005, Nottingham, pp 401-404
A. Gonzalez-Palacios, *Lavori di Sibilio, L'Armadio Delle Meraviglie*, 1991, Milan, p.86

Francesco Sibilio (1784-1859) was a Roman marble craftsman and dealer of Antiquities. Marble inlay specimen table tops, like the above lot, were a speciality of Roman workshops most likely due to their close proximity to archaeological sites like Pompeii and Herculaneum and wealthy Grand Tour customers who visited the Eternal City. He was the first known craftsman to combine fragments of ancient glass with specimen marbles.

The glass inserted into the tables dates from around the 1st Century B.C. - 1st Century A.D. and come from a variety of ancient vessels. In instances where the glass came from rounded objects, workers would either reheat the glass in order to manipulate it flat again for insertion into the specimen tables or would file and shape the polished pieces of glass. For those visitors who could not afford the larger specimen tables, Sibilio and his contemporaries would also sell smaller paperweights, pieces of jewellery and even just the polished pieces of glass with intricate details as souvenirs to travellers.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

658

658
AN EARLY 19TH CENTURY ITALIAN SILVER-GILT MOUNTED AND MICROMOSAIC BOX
mark to interior partially visible DP, probably for Domenico Piazzoli (FL. 1804 - 1827), Rome, circa 1820
Rectangular red marble box with silver-gilt mounts, the hinged cover set with rectangular micromosaic panel depicting the Pantheon within a silver-gilt frame, *length 8cm x 6cm x 1.9cm.*

£1,500 - 2,000
€1,700 - 2,300
US$1,800 - 2,500

The Pantheon, dedicated to all Roman gods and perhaps one of the best preserved examples of antique Roman architecture was built by the Emperor Hadrian over the ruins of another temple around 125AD. However, although it was converted to a Christian church as early as 609AD, by this time almost all of the marble and metal fittings and statues had been looted from its interior. The plundering of the both internal and external fixtures and fittings continued with the Emperor Constans II (r. 641-668AD) who also removed the bronze dome and then finally with Pope Urban VIII who pulled out many tons of bronze portico beams which were used for St. Peter's Baldacchino and also for new cannons for the Castel Sant'Angelo.

659

659 TP
AN ITALIAN EARLY 19TH CENTURY PIETRA DURA AND MARBLE TOP FIXED ON A LATER MAHOGANY OCCASIONAL TABLE
the table apparently late 19th century
The top with a central circular roundel inlaid with a lion within an acanthus surround, encompassed by a border of alternating square, circular and elongated oval segments of various marble specimens, on three ring turned supports terminating in a concave tripartite base with disc feet, *approximate diameter of the top: 56.5cm; 65.5cm high approximately*.

£1,400 - 2,200
€1,600 - 2,500
US$1,700 - 2,700

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

660

661

660
AN ITALIAN CARVED MARBLE BUST OF THE HEAD OF A CLASSICAL MALE YOUTH
in the Renaissance taste, probably 19th century
the sitter with curling hair looking slightly to sinister, mounted on later square polished marble plinth, *the head 32cm high, the base 15.5cm high*

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

Provenance
Property of a gentleman, removed from a Knightsbridge residence
By repute with Didier Aaron Ltd, London

661 *
FOLLOWER OF JEAN-LOUIS VOILLE (FRENCH, 1744-1804)
Portrait of Tsar Paul I of Russia, bust-length, in military uniform (1754-1801) with the Order of Malta around his neck and the stars of the Orders of Saint Andrew and Saint Alexander Nevsky on his chest
oil on canvas
78.8 x 63.7cm (31 x 25 1/16in).

£5,000 - 7,000
€5,800 - 8,100
US$6,200 - 8,600

Provenance
Private Collection, Argentina and thence by descent

The only son of Catherine the Great, Tsar Paul I and his wife, Maria Feodorovna, travelled from Russia through continental Europe between 1781-82, using the pseudonyms Count and Countess Severny (meaning 'north' in Russian) so as to not be identified during their voyage. Their travels through Europe, particularly Paris, left a lasting impact on the couple's artistic tastes. During their travels the couple often visited the workshops of artists from whom they acquired paintings, furniture, bronzes, and other works of art. These items were then brought back to Russia with them to decorate their residence, the Pavlovsk Palace

The original portrait by Voille is now lost but numerous other versions, also considered to be after the lost original are known, such as the work in the Royal Collection, UK (RCIN 404631).

662

663

664

662
WILLEM VAN DER HAGEN (DUTCH, 1690-1745)
An extensive river landscape with an architectural *capriccio*
signed and indistinctly dated 'E v. hagen/ *73*' (on stone plinth, lower right)
oil on canvas
61.1 x 104.3cm (24 1/16 x 41 1/16in).

£3,000 - 5,000
€3,500 - 5,800
US$3,700 - 6,200

663
JOHN 'WARWICK' SMITH (BRITISH, 1749-1831)
In the Bay of Salerno
signed with monogram 'IS' (lower right) and bears inscription 'In the Bay of Sallino [sic]' (on mount, lower right)
watercolour on paper
30.6 x 44.1cm (12 1/16 x 17 3/8in).

£800 - 1,200
€920 - 1,400
US$980 - 1,500

Provenance
With Benjamin Hargreaves, London (according to a label on the reverse)

For a note on John Warwick Smith's travels in Italy see lot 643.

664
AN ITALIAN PATINATED BRONZE FIGURAL GROUP OF THE CAPITOLINE WOLF
after the antique, probably late 19th century
the model with the infant Romulus and Remus suckling from the She Wolf with aged verdigris patination, on rectangular veined marble plinth base, *23.5cm high, 32cm wide, 15.5cm deep overall*

£600 - 800
€690 - 920
US$740 - 980

The Capitoline Wolf depicts a scene from the legend of the founding of Rome showing a she wolf suckling the mythical twin founders of the capital. Perhaps one of the most recognisable icons of ancient mythology, the group has been housed in the Palazzo dei Conservatori on the Campidoglio (the ancient Capitoline Hill), Rome, Italy) since 1471 and has served as the inspiration for numerous later replicas.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

665
GIUSEPPE ZOCCHI (ITALIAN, 1711-1767)
Scelta di XXIV Vedute delle principale Contrade, Piazze, Chiese e Palazzi della Città di Firenze
Ten etchings with engraving from the series, including the title page, by various engravers, including Giuseppe Vasi, Carlo Gregori and Bernardo Sgrilli, after Zocchi's original drawings, from the second edition published in 1754 by Giuseppe Bouchard, Florence, on double sheets of laid paper with the central vertical fold, trimmed to the plate or with small margins

Plate 515 x 695 (20 1/4 x 27 3/8in);
Sheet 515 x 698 (20 1/4 x 27 3/8in) (10)

£1,800 - 2,500
€2,100 - 2,900
US$2,200 - 3,100

Giuseppe Zocchi was a draughtsman, painter and etcher, best known for his views of Florence. The *Scelta de XXIV Vedute* was commissioned by his patron Marchese Andrea Gerini with the aim of presenting the most beautiful views and aspects of Florentine life. These were executed by several engravers and the work was dedicated to Maria Theresa of Austria, who was born in Florence. The series was widely admired and became a template for similar views of other cities such as Venice and Rome.

665 (1 of 10)

666
WILLIAM HAMILTON & PIERRE FRANCOIS HUGHES D'HANCARVILLE (18TH CENTURY)
Collection of Etruscan, Greek and Roman Antiquities from the Cabinet of the Honourable William Hamilton
Three etchings with hand colouring, 1766, on laid paper, 37.1 x 62.7 mm (14 5/8 x 24 3/4in)(Plate)(and smaller) (3)

£400 - 600
€460-690
US$490-740

666 (1 of 3)

667
A COLLECTION 19TH CENTURY AND LATER GRAND TOUR ORNAMENTS, PLAQUES AND MEDALLIONS
comprising a silvered bronze model of the Place Vendôme column on black marble base, a 'Rosso antico', black marble and patinated bronze model of Tajan's column, a patinated bronze Temple of Vesta inkwell on variegated marble base, a carved Sienna marble model of an oval font on Porto marble base, and a carved alabaster bust of the torso of the Dancing Faun with cymbals, the plaques and medallions comprising a pair of Sienna marble relief carved profile portrait plaques of Emperors, a matched part set of four framed basalt oval classical profile portrait medallions and a carved alabaster portrait relief of a classical maiden on later oval wooden backplate, *various sizes* (11)

£1,200 - 1,800
€1,400 - 2,100
US$1,500 - 2,200

667

668

668
GABRIEL CARELLI (ITALIAN, 1821-1900)
The Amphitheatre at Taormina, with Etna in the distance
signed, inscribed and dated 'Gab Carelli/ Taormina/ 1891' (lower right)
watercolour on paper
50.4 x 72.2cm (19 13/16 x 28 7/16in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

Gabriel Carelli grew up among a family of well-known artists in Naples, from whom he began learning and started his career in his home city, after having trained further in Rome. His father had travelled alongside and been patronised by the 6th Duke of Devonshire, William Cavendish, and Gabriel would soon follow suit, even being brought to England as the duke's personal artist, travelling between countries, before eventually settling in Kenilworth, Warwickshire. Carelli's watercolours soon became a favourite of Queen Victoria, who acquired over twenty five works of Carelli.

669

669
FRENCH SCHOOL, LATE 18TH CENTURY, AFTER ALBERTO PULLICINO
A view of Valletta from Palazzo Bighi, Kalkara ; A view of Valletta from the East, both within painted borders
the former inscribed VUE DE LA VILLE VALLETTA / PRISE DU PALAIS BIGHI ; the latter inscribed VUE DE LA VILLE VALLETTA / DU COTE DE TERRE (both lower edge)
a pair, gouache, possibly over a printed base
36.9 x 64.2cm (14 1/2 x 25 1/4in). (2)

£3,000 - 5,000
€3,500 - 5,800
US$3,700 - 6,200

The present works follow the same composition as two from a series of prints after Pullicino - one View of Valetta from the Grand Harbour and the other A Prospect of Valletta from the countryside.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

670 *
FRIEDRICH HORNER (SWISS, 1800-1864)
A View of Constantinople from the city walls
signed 'F. horner' (lower right)
gouache and watercolour on paper
70.2 x 102cm (27 5/8 x 40 3/16in).

£8,000 - 12,000
€9,200 - 14,000
US$9,800 - 15,000

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THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales,* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale.* At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.
If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.
We may also request a financial reference and /or deposit from you before allowing you to bid.
We *reserve* the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the *Sale.* The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale***.** At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

In order to bid online in a Sale, you must be 18 or over and you must register to bid via the Bonhams App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.
Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (ii) where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/$10,000/HKD50,000/AUS$10,000 depending on the jurisdiction and currency of the Sale, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your

address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.
Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.
We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the *Buyer*, which are contained in paragraph 3 of the *Buyer's Agreement,* set out at Appendix 2 at the back of the *Catalogue.*

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale,* we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.
Bonhams undertakes Customer Due Diligence (CDD) into its *Sellers* and *Buyers* as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by *Buyers* into *Sellers* at Bonhams auctions or *vice versa*.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable *VAT*. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder* including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it.

For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:

28% of the *Hammer Price* on the first £40,000; plus
27% of the *Hammer Price* from £40,001 and up to £800,000; plus
21% of the *Hammer Price* from £800,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific Sale Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

Hammer Price	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

The prevailing rate of *VAT* at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.
The following symbols, shown beside the Lot number, are used to denote that *VAT* is due on the *Hammer Price* and *Buyer's Premium*:

† *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
⁎ *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
G Gold bullion exempt from *VAT* on the *Hammer Price* and subject to *VAT* at the prevailing rate on the *Buyer's Premium*
• Zero rated for *VAT*, no *VAT* will be added to the *Hammer Price* or the *Buyer's Premium*
α *Buyers* from within the UK: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the UK: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-UK address, decides that the item is not to be exported from the UK, then he should advise *Bonhams* immediately.

In all other instances no *VAT* will be charged on the *Hammer Price*, but *VAT* at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a *VAT* inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us)in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Account* details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards issued in the name of the *Buyer* (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the *Buyer* (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale* Information at the front of the *Catalogue.* Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact
Alban Shipping on +44 (0) 1582 493 099
enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the UK. These regulations may be found at:
https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species#how-to-apply or may be requested from:
Enquiries: wildlife.licensing@apha.gov.uk
Applications: CITESapplication@apha.gov.uk
Address: UK CITES Management Authority
Centre for International Trade
Horizon House, Deanery Road, Bristol BS1 5AH
The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale.* Neither we nor the *Seller* will be liable for any loss of *Business,* profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist

Stamp or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to *VAT* on the *Buyer's Premium.*

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ◦ of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1´ and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked 'S5´ and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58´ and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

On behalf of the *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of *Catalogue* Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale:*

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to *VAT* may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price.* If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale.

TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.

W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.

Δ Wines lying in Bond.

AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.

○ The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.

▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

Φ This lot contains elephant ivory and is therefore subject to both CITES regulations and the UK Ivory Act 2018. It has been registered or has an exemption certificate allowing it to be offered for sale and sold under the provisions of the Ivory Act 2018. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. Bonhams is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

•, †, ∗, G, Ω, α see clause 8, *VAT*, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

BUYERS SALE CONTRACT WITH SELLER

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or on Bonhams' website, and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the *Seller's* liability in respect of the quality of the *Lot,* it's fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

1.1 These terms and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.

1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.

1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S WARRANTIES AND UNDERTAKINGS

2.1 The *Seller* undertakes to you that:

2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;

2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue,* the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot;*

2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);

2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

2.1.5 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue* or on the Bonhams website, the *Lot* corresponds with *the Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue.*

3 DESCRIPTIONS OF THE LOT

3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

5.1 Risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot,* or upon collection of the *Lot* if earlier. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* beyond 7 days from the day of the fall of the *Auctioneer's* hammer until you obtain full title to it.

5.2 Title to the *Lot* remains in and is retained by the *Seller* until: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

6 PAYMENT

6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.

6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay in full any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when: (i) *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not, until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.

7.3 You should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.

7.4 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.

7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):

8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;

8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

8.1.3 to retain possession of the *Lot*;

8.1.4 to remove and store the *Lot* at your expense;

8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;

8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;

8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;

8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and

8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.

8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.

8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.

9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.

9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,

9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue,* or on the *Website,* or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale;*

9.3.2 the *Seller* will not be liable for any loss of *Business, Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.

9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or

indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the *Contract for Sale.*

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams, Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.

1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller* and following completion of our enquiries pursuant to paragraph 3.11;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website,* or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or E*stimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT AND BUYER WARRANTIES

3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

3.1.1 the *Purchase Price* for the *Lot*;

3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and

3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:

3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Departure of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or

3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria); and further

3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S, the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority.

3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.

3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:

3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;

3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;

3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;

3.10.4 items purchased by you and your Principal through Bonhams are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S, the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and

3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.

3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, and once we have completed our investigations under paragraph 3.11, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders,* on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 3, 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to* Bidders (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3,

and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams*' order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.

6.2 Please note however, that under the *Contract for Sale*, the **risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection** of the *Lot* if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer*'s *Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer*'s *Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer*'s *Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business, Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer*'s management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non- conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

12.7 The headings used in this agreement are for convenience only

and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams' Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by *the Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any *VAT*) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement,* the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of *the Seller*.

"Conditions of Sale" the *Notice to Bidders, Contract for Sale, Buyer's Agreement* and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with *the Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale,* storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer,* plus *VAT* if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot.* A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot,* where that damage,
restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot.*

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales,* a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement.*

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer.*

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses.*

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams.*

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission,* any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "*Seller*" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue.*

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder,* indicated by the fall of the hammer at the *Sale.*

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

(1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

(2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
   - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
   - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

(4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.

(5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
   - (a) the seller;
   - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
   - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)

Please circle your bidding method above.

Paddle number (for office use only)

Bonhams

The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale. You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

Data protection

Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com.

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box ☐

Notice to Bidders.

At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

If successful

I will collect the purchases myself ☐

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title:	Sale date: Wednesday 6 December 2023
Sale no.	Sale venue: New Bond Street, London

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

General Bid Increments:

£10 - 200 .....by 10s
£200 - 500 .....by 20 / 50 / 80s
£500 - 1,000 .....by 50s
£1,000 - 2,000 .....by 100s
£2,000 - 5,000 .....by 200 / 500 / 800s
£5,000 - 10,000 .....by 500s
£10,000 - 20,000 .....by 1,000s
£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s
£50,000 - 100,000 .....by 5,000s
£100,000 - 200,000 .....by 10,000s
above £200,000 .....at the auctioneer's discretion

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	

Please answer all questions below

1. ID supplied: Government issued ID ☐ and (if the ID does not confirm your address) ☐ current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners

2. Are you representing the Bidder? ☐ If yes, please complete question 3.

3. Bidder's name, address and contact details (phone and email):
Bidder's ID: Government issued ID ☐ and (if the ID does not confirm their address) ☐ current utility bill/bank statement

Are you acting in a business capacity? Yes ☐ No ☐	If registered for VAT in the EU please enter your registration here: ☐☐ / ☐☐☐ - ☐☐☐☐ - ☐☐

Please note that all telephone calls may be recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid *

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond ☐	Please include delivery charges (minimum charge of £20 + VAT) ☐

BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS.

Bidder/Agent's (please delete one) signature:	Date:

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

Please email or post the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

UK/01/23

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AUCTIONEERS SINCE 1793